

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

SUMMONS FOR JUDGMENT NO. 898 OF 2004

IN

SUM. SUIT NO. 2089 OF 2004

Vikram Singh Saluja . . . Plaintiff.

VS.

Mr. Sunil J. Mehra . . . Defendant.

None for plaintiff.

Mr. Santosh Shetty i/by M.M. Vashi

for defendants.

CORAM : S.U. KAMDAR, J.

DATE : 4th October, 2005.

P.C.:

. The learned advocate appearing for the plaintiff has produced a settlement agreement between the parties in Complaint Case No. 137 & 138/1 filed in the Court at New Delhi. Under the said settlement agreement clauses 2, 4 and 6 read as under :-

2. That aforesaid amount shall be payable on

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or before the following dates :

	Date of Payment	Amount of Payment
i)	30th July, 2006	Rs.5,00,000/-
ii)	30th Oct. 2006	Rs.4,00,000/-
iii)	30th Dec.2006	Rs.4,00,000/-
iv)	30th March, 2006	Rs.3,50,000/-

	Total	Rs.16,50,000/-
		=====

4. That in case the aforesaid settlement is honoured and payments are made on due dates, all the cases including Summary Suit No. 2089 of 2004, pending before the Hon'ble Bombay High Court between the parties, and other criminal case pending before Kanpur Civil/Criminal Judge shall be withdrawn within 15 days of full and final payments."

2. In that view of the matter, the summons for judgement is dismissed with liberty to take out fresh summons for judgment if there is default in payment as provided under clause 2 in the said deed of settlement. If there is no default then the suit has to be withdrawn in view of clause 6 thereof. Suit to be placed

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for directions in the First Week of April 2006.